Reset Form

Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)

NOVA SCOTIA

1. Parties

This agreement is made in duplicate between

Landlord (company or first name, initial, last name)
724514 NB Inc c/o Split Rock Properties

Street number and name (civic address) 202-2 Bluewater Rd

Apartment _____ City or town Bedford, NS Postal code B4B 1G7

Phone (home) _____ Phone (business/other) (902) 229-6961

and

Tenant (first name, initial, last name) Chau Tran

Tenant (first name, initial, last name) Tran Le

Tenant (first name, initial, last name) _____

2. Occupants

Other adults or children who will occupy premises (first name, initial, last name)

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

3. Premises

The landlord will rent to the tenant and the tenant will rent from the landlord the premises at

Street number and name (civic address) 1061 Wellington St

Apartment 104 City or town Halifax, NS Postal code B3H3A1

Type of property (specify)
Appt Building

Tenant's mailing address
P.O. box (if applicable) _____ Postal code _____

Tenant's phone (home) 902719-5366 Tenant's phone (business/other) _____

4. Emergency contact

Next of kin (first name, initial, last name) Ha Pho

Emergency contact phone (902) 981-8645

Next of kin address
(Street number and name) 1977 Preston St

Apartment _____ City or town Halifax Postal code B3H 3W1

Phone (home) _____ Phone (work) _____

5. Property manager or agent

The current agent or property manager for the landlord is (first name, initial, last name)

Split Rock Properties

Street number and
name (civic address) 202-2 Bluewater Rd

Apartment _____ City or town Bedford, NS Postal code B4B 1G7

Phone (home) _____ Phone (business/other) (902) 229-6961

6. Building superintendent

The current superintendent for the building is (first name, initial, last name)

Split Rock Properties

Street number and
name (civic address) _____

Apartment _____ City or town _____ Postal code _____

Phone (home) _____ Phone (business/other) _____

7. Electronic address for service of documents by landlord on tenant (optional)

The Tenant(s) agree(s) to provide the following electronic address(es) to receive service of documents from the landlord:

Electronic address nguyenchau.tran.01@gmail.com

Electronic address baotranlehoang14595@gmail.com

Electronic address _____

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The tenant(s) may change the electronic address by serving written notice of the new electronic address to the landlord in accordance with subsection 15(1) of the Act.

If the tenant provides an electronic address under this clause, the landlord may use this electronic address to serve to the tenant any Notice to Quit or other documents under the Act, including Applications to the Director.

7A. Electronic address for service of documents by tenant on landlord (optional)

The landlord agrees to provide the following electronic address to receive service of documents from the tenant:

Electronic address info@splitrockproperties.ca

The landlord may change the electronic address by serving written notice of the new electronic address on at least one of the tenants listed in this lease in accordance with subsection 15(2) of the act.

If the landlord provides an electronic address under this clause, the tenant may use this electronic address to serve the landlord any Notice to Quit or other documents under the act, including Applications to the Director.

7B. How to serve

All Notices to Quit or service of documents, except Applications to the Director, must be in writing and served in accordance with Section 15 of the Act.

Applications to the Director must be served in accordance with subsections 13(2A), (2B) and (2C) of the Act.

8. Lease type (complete either **8A** for periodic lease or **8B** for fixed-term lease, but not both) CT

8A Periodic lease

The tenancy is to start on the (date) _____ day of (month) _____, 20____, and this is the anniversary date as defined in the Act.

The term is to run (check one)

- ❑ year-to-year
- ❑ month-to-month
- ❑ week-to-week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

8B Fixed-term lease

The tenancy is for a fixed-term, beginning on

the (date) 1 day of (month) September, 2022,

and ending the (date) 31 day of (month) August, 2023.

Any continuation of the tenancy at the end of a fixed-term requires the written consent of the landlord. At the end of the fixed-term, the tenancy is finished and the tenant must vacate.

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9. Public housing (check if applicable)

❑ The residential premises are administered under a public housing program as defined in clause 2(fa) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule _____, attached.

- Where if a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program.
- Tenants in a public housing program are not permitted to sublet the premises.

10. Rent

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The tenant will pay rent of $1525.00

per ❑ week
☑ month

by ❑ cash
☑ pre-authorized automatic withdrawal
❑ post-dated cheques
❑ cheque
❑ other (specify) _____

Rent is due on the 1st **day of each month/week and**

is payable to Split Rock Properties.

A late payment fee, if any, will be charged at no more than 1% per month of the monthly rental.

11. Rent increases

The landlord shall not increase the rent under this lease for 12 months.

The rent may be increased on the anniversary date only.

The landlord must give a written notice to the tenant of an increase:

(a) 4 months before the anniversary date of a month-to-month or year-to-year lease
(b) 8 weeks before the anniversary date of a week-to-week lease
(c) 7 months before the anniversary date of a manufactured home space lease

Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

If the landlord administers a public housing program and the amount of the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

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12. Rental incentive (if any)

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In signing this lease, the landlord grants to the tenant the following incentives, which will remain in effect for the duration of the lease:

The tenant is not required to repay or return any rental incentive if he or she terminate the lease before the end of the term in accordance with the Residential Tenancies Act or sublets or assigns the residential premises to a tenant with the consent of the landlord.

13. Rent includes

The rent includes:

Appliances
- ☑ stove
- ☑ refrigerator
- ☐ washer & dryer
- ☐ dishwasher
- ☐ furniture

Utilities
- ☑ washer and dryer (coin operated)
- ☐ cable service
- ☑ heat
- ☑ water
- ☑ hot water
- ☑ electricity
- ☐ parking: # of spaces _____ ; space # _____
- ☑ facilities to separate recyclables, organics and refuse

Other (specify)
- ☑ lawn care
- ☑ snow removal
- ☑ garbage removal
- ☐ _____
- ☐ _____

The landlord is responsible for providing these services and the discontinuance of a service is deemed to be a rental increase.

The tenant is responsible for the following
- ☑ lawn care
- ☑ late payment charges
- ☑ snow removal
- ☑ returned cheque charges not to exceed $ 50.00
- ☑ garbage removal
- ☐ parking @ _____ /month for _____ spaces
- ☑ tenant insurance
- ☑ locked out charges/keys not to exceed $ 175.00
- ☑ separation of recyclables, organics and refuse
- ☑ assignment/sublet expenses incurred (not to exceed $75)

14. Additional obligations

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All tenants must vacate by 12 noon on the final day of the lease. Unit is to be professionally cleaned.

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15. Security deposit

❑ **A security deposit is not required.**

OR

☑ **A security deposit of** 750.00 (not to exceed 1/2 month's rent)
will be deposited for the tenant by the landlord at (financial institution/branch)
RBC Bank

in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.

16. Inspection

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant no later than 7 days after the start of the tenancy and no later than 7 days after the end of the tenancy is recommended. If a report is prepared it forms part of the lease.

☑ An inspection report is attached to the lease.

❑ An inspection report is not attached.

17. Statutory conditions and reasonable rules

The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.
The rules of the building are attached, hereto ❑ No
❑ Yes ➡ see Schedule B

17A. Assigning or subletting premises

The tenant may assign or sublet the premises, subject to the consent of the landlord. The landlord may not arbitrarily or unreasonably withhold consent or charge for consent unless the landlord has actually incurred expense in granting the consent.

18. Rental arrears

In a fixed-term, year-to-year or month-to-month tenancy, where the tenant has not paid the rent on or before the 15th day after the rent is due, on or after the 16th day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier than the 15th day after the date the Notice to Quit is given to the tenant. Not later than 15 days after receiving the Notice to Quit, the tenant may

(a) pay to the landlord the rent that is in arrears, and on the payment of that rent the Notice to Quit is void and of no effect and this lease continues; or

(b) apply to the Director for an order setting aside the Notice to Quit.

If the tenant does not pay the rental arrears or make an Application to the Director by the end of the 15th day after receiving the Notice to Quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where the tenant has not paid the rent on or before the 7th day after the rent is due, on or after the 8th day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier that the 7th day after the date the Notice to Quit is given to the tenant.

19. Tenant's notice to quit (except fixed-term) CT

All notices to quit for a tenancy other than a fixed-term must be given by the tenant in writing in accordance with the following table

Type of Tenancy	Notice Period
☑ year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date)
❑ month-to-month	at least 1 full month before the end of any month
❑ week-to-week	at least 1 full week before the end of any week
❑ manufactured home space	at least 1 full month before the end of the tenancy

If the notice is to be given based on a period of 1 or more months, the notice must be given before the day of the month that rent is payable under this lease.

20. Landlord's notice to quit

A landlord may not give a notice to quit except in accordance with Section 10 of the Residential Tenancies Act.

21. General

This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, assigns and personal representatives.

22. Tenants responsible for complying with terms and conditions

Any or all tenants signing this lease take full responsibility for complying with all of its terms and conditions.
Attachments (initials required)

1 CT At least one tenant has received a copy of the Act in the following form:
(check applicable option below)
❑ paper copy
☑ electronic copy
❑ web address for copy published online https://nslegislature.ca/sites/default/files/legc/statutes/residential%20tenancies.pdf
insert web address

within 10 days of the earliest of:
(a) the date specified in the lease as the start of the tenancy;
(b) signing the lease;
(c) receiving keys to the premises;
(d) taking possession of or occupying the premises.

2 CT TL All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.

3 CT TL All tenants have read, signed and received the rules and attachments to this lease.

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Sign both copies separately. Before you sign, please read the following notice.

TENANTS - GIVING NOTICE

IF YOU WISH TO TERMINATE A LEASE, THE LAW REQUIRES YOU TO GIVE ADVANCE NOTICE IN WRITING, AS FOLLOWS

- To terminate a year-to-year lease at the end of a lease term, you must give notice on or before (YYYY MM DD) _____ (notice date, 3 months before anniversary), which is 3 months before the end of the lease term.

  To terminate a month-to-month lease at the end of a lease term, you must give written notice at least 1 full month before the end of that term.
- To terminate a week-to-week lease at the end of a lease term, you must give written notice at least 1 full week before the end of that term.
- To terminate a manufactured home space lease, you must give written notice at least 1 full month before terminating the tenancy.

IF YOU DO NOT GIVE WRITTEN NOTICE AS REQUIRED, YOUR LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER TERM.

CT

Sign and date TWO copies of this lease.

Date (YYYY MM DD) 22/06/07 Landlord's signature _____

ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR COMPLYING WITH ALL OF ITS TERMS AND CONDITIONS.

Date (YYYY MM DD) 2022-06-07 Tenant's signature _____

Date (YYYY MM DD) 2022-06-08 Tenant's signature _____

Date (YYYY MM DD) _____ Tenant's signature _____

CT

9(1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

Statutory Conditions

1 **Condition of Premises** - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.

2 **Services** - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.

3 **Good Behaviour** - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.

4 **Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

6 **Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.

7 **Entry of Premises** - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless

(a) the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers and

(i) notice of termination of the tenancy has been given,

(ii) the lease is a fixed-term lease with the term of less than six months and one month or less remains in the term of the lease, or

(iii) the lease is a fixed-term lease with a term of six months or more and three months or less remain in the term of the lease; or

(b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.

8 **Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

9 **Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.